



**NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING**

A Regular Session of the Glenpool City Council will be held at 6:00 p.m. on August 19, 2024, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

NOTE: The Glenpool City Council will be assembled for the meeting at the City Council Chambers, 12205 S. Yukon Ave, Glenpool, Oklahoma. Members of the public are invited to attend the in-person meeting,

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda.

- Speakers attending in **PERSON** are required to complete the Request to Speak form located on the agenda table and return to the City Clerk **PRIOR TO THE CALL TO ORDER.**

AGENDA

	Page
A) Call to Order - Joyce G. Calvert, Mayor	
B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor	
C) Invocation –	
D) Pledge of Allegiance – Joyce G. Calvert, Mayor	
E) Public Comments	
F) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)	
1) Approval of the minutes from the August 5, 2024, meeting.	3 - 9
City Council Regular Meeting - 05 Aug 2024 - Minutes - Pdf	
2) Approval of Agreement with Clear Company for Human Resources Management software.	10 - 34
Staff Report- HR Director	
Clear Company City of Glenpool - Agreement (expires; 8_21_24)	
City of Glenpool Terms and Conditions- HR software	
G) Consideration and appropriate action relating to items removed from the Consent Agenda	
H) Scheduled Business	
1) Discussion and possible action to approve, modify or deny the Development Agreement between the City of Glenpool and the Glenpool Utility Services Authority to jointly finance and construct the Glenpool Wastewater Treatment Plant. (David Agbetunsin, City Engineer)	35 - 38
Staff Report - Sewer Project.Development Agreement	

- 2) **GLENPOOL SCHOOL DISTRICT** -A Specific Use Permit (SUP 2024-01) 39 - 62
application for a proposed LED sign for the Glenpool Public Schools building located at 140 West 141st Street South. The applicant is requesting to place a 40sf LED sign on an existing pole sign.
Applicant: Curtis Layton, Glenpool Board of Education
(Duy Nguyen, City Planner)

A. Public Hearing on the proposed Specific Use Permit (SUP 2024-01).

B. Discussion and possible action to approve, approve with conditions or deny the Specific Use Permit (SUP 2024-01).

[CC STAFF REPORT SUP2024-01 - GLENPOOL SCHOOL DISTRICT DIGITAL SIGN - AUG 19 2024](#)

[CC STAFF REPORT SUP2024-01 ATTACHMENTS - GLENPOOL SCHOOL DISTRICT DIGITAL SIGN - AUG 19 2024](#)

- 3) Presentation and discussion related to the creation of a Strategic Plan for the City of Glenpool, and a tour of the following places:
- A. Morris Park- 1602 W. 121st Street Glenpool, OK 74033
 - B. Kendallwood North Park- 13601 S. Poplar Place Glenpool OK 74033
 - C. Kendallwood South Park- 14450 S. Poplar Place Glenpool OK 74033
 - D. Rolling Meadows Park- 14612 S. Yukon Ave. Glenpool OK 74033
 - E. Black Gold Park- 95 West 145th Street Glenpool OK 74033
 - F. Bonnie Chapman Senior Center- 46 West 145th Street South Glenpool OK 74033
 - G. EMS Glenpool Station- 14522 S. Broadway Street Glenpool OK 74033
- (David Tillotson, City Manager)

I) **Adjournment**

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on August 16, 2024, at 11:30 am.

Signed: Lesli Smith
City Clerk



MINUTES
City Council Regular Meeting
Monday, August 5, 2024 Council Chambers 6:00 PM

COUNCIL PRESENT: Joyce Calvert
Brandon Kearns
Tim Fox
Chris Brobst

COUNCIL ABSENT: Jacqueline Triplett - Lund

STAFF PRESENT: David Tillotson
Susan White
Lesli Smith
David Agbetunsin
Lea Ann Reed
Jeremy Plane
Joe Wuest
Joshua Brannon
Gerald S. Gilbert
Jesse Hale
Debbie Pengelly
Duy Nguyen
Elizabeth Miller
Paul Newton

STAFF ABSENT:

- A) Call to Order - Joyce G. Calvert, Mayor**
Mayor Calvert called the meeting to order at 6:00 p.m.
- B) Roll Call, Declaration of Quorum – Lesli Smith, City Clerk; Joyce G. Calvert, Mayor**
Lesli Smith called the roll; Mayor Calvert declared a quorum present.
Eric Wade Attorney, of Rosenstein, Fist & Ringold was also in attendance.
- C) Invocation –**
David Tillotson, City Manager gave the invocation.
- D) Pledge of Allegiance – Joyce G. Calvert, Mayor**
- E) Management Report**

Mr. Tillotson advised council that he will be on a short vacation Tuesday through Thursday of this week but will be reachable by phone. He then formally announced to the council, staff and guests in attendance that today was Assistant City Manager Susan White's official last day on staff at the City of Glenpool. Mr. Tillotson, wished to thank Mrs. White publicly, for her service to the City of Glenpool, stating he will miss her terribly.

Mr. Tillotson, went on to announce the ODOT date of start for the 141st Highway project is August 19, 2024. He advised that signage should start going up next week letting the public know there will be construction starting soon. Then the following week we should begin to see some type of activity but clarified that there was no guarantee on exactly what will happen on that date. However, he did confirm August 19th as ODOT's notice to proceed.

F) Mayor Report – Joyce G. Calvert, Mayor

Mayor Calvert, did not have a formal Mayor's report to give but, stated that she will dearly miss Susan White as part of the City of Glenpool family.

G) Council Comments

There were no council comments.

H) Public Comments

There were no public comments.

I) Consideration and appropriate action relating to a request for approval of the Consent Agenda. (All matters listed under "Consent" are considered by the City Council to be routine and will be enacted by one motion. Any Councilor may, however, remove an item from the Consent Agenda by request. A motion to adopt the consent Agenda is non-debatable.)

- 1) Approval of the minutes from the July 15, 2024, meeting.
- 2) Approval of the sales quote received from 911 Direct for the purchase of two dispatch consoles, electrical work and computer monitors in the amount of \$41,425.00.
- 3) Approval of the sales quote received from Ti for the purchase of an LED wall and a shoot back cannon as described for a total purchase price of \$39,200.00.
- 4) Approval of the sales quotes received from Dana Safety Inc., Duval Ford, White Glove Auto, and Kustom Radar for the purchase of 5 Ford Police Interceptor vehicles and equipment as described for a total purchase price of \$361,380.85
- 5) Approval of update to Article 4 Performance Planning and Appraisal, Employee Handbook and Personnel Policies update.
- 6) Approval of the BlackGold Concession Lease Agreement with Lance and Michelle

Cole for FY24-25.

- 7) Approval of the Glenpool Baseball League User Agreement for FY24-25.
- 8) Approval of the South County Soccer Club User Agreement for FY24-25.
- 9) Approval of the Indian Nations Youth Sports User Agreement for FY24-25.
- 10) Approval of FY 2024 Equitable Sharing Agreement and Certification Report required by the U.S. Department of Justice and U.S. Department of the Treasury.
- 11) Approval of vehicle purchase for the Fire Marshall from Carter Chevrolet for \$54,065.00.
- 12) Denial of Unser tort claim as recommended by Oklahoma Municipal Assurance Group (OMAG).
- 13) Denial of Webber tort claim as recommended by Oklahoma Municipal Assurance Group (OMAG).

Moved by Brandon Kearns, seconded by Chris Brobst

To remove item #1 and item #4 from the Consent Agenda - and approve Consent Agenda items not removed from the Consent Agenda.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

J) Consideration and appropriate action relating to items removed from the Consent Agenda

- 1) Item #1 on Consent Agenda.
Approval of the minutes from the July 15, 2024, meeting.

Moved by Chris Brobst, seconded by Brandon Kearns

Approving the minutes, moving Councilor Chris Brobst from present to absent on the July 15, 2024, minutes roll call.

	For	Against	Abstained	Absent
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Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

- 2) Item # 4 on the Consent Agenda.
Approval of the sales quotes received from Dana Safety Inc., Duval Ford, White Glove Auto, and Kustom Radar for the purchase of 5 Ford Police Interceptor vehicles and equipment as described for a total purchase price of \$361,380.85.

Moved by Brandon Kearns, seconded by Chris Brobst

To approve item #4 as written.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

K) Scheduled Business

- 1) Discussion and possible action to approve, modify or deny Resolution #2024009; a Resolution of the City of Glenpool casting a vote for Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of At-Large Trustee representing the entire membership.
(David Tillotson, City Manager)

Moved by Chris Brobst, seconded by Brandon Kearns

Approve Resolution #2024009; a Resolution of the City of Glenpool casting a vote for Greg Buckley to Trustee of the Oklahoma Municipal Retirement Fund (OkMRF) to fill the expiring term of At-Large Trustee representing the entire membership.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

- 2) Discussion and possible action to approve, amend or deny a letter of support for the proposed hosting of electronic vehicle charging sites, for a Charging and Fueling Infrastructure grant proposal submitted by the Indian Nations Council of Governments (INCOG) to the United States Department of Transportation (USDOT).
(Elizabeth Miller, Grants & Special Projects Coordinator)

Moved by Chris Brobst, seconded by Tim Fox

To approve a letter of support for the proposed hosting of electronic vehicle charging sites, for a Charging and Fueling Infrastructure grant proposal submitted by the Indian Nations Council of Governments (INCOG) to the United States Department of Transportation (USDOT).

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns		x		
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	3	1	0	1

CARRIED.

- 3) Discussion and possible action to approve, amend or deny acceptance of a Deed of Dedication from Banning Real Estate Group for street right-of-way and utility installation purposes. Banning Property (GLS 265) Right of Way Dedication
(Duy Nguyen, City Planner)

Moved by Brandon Kearns, seconded by Chris Brobst

To approve acceptance of a Deed of Dedication from Banning Real Estate Group for street right-of-way and utility installation purposes. Banning Property (GLS 265) Right of Way Dedication

Mayor Calvert recessed the meeting at 6:21pm.

Mayor Calvert reconvened the meeting at 6:26 pm.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

- 4) Discussion and possible action to enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) discussing the purchase or appraisal of real property, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.
(Joyce G. Calvert- Mayor)

Moved by Brandon Kearns, seconded by Tim Fox

To enter into Executive Session for the purposes of (A) conferring on matters pertaining to economic development, including the transfer of property, financing, or the creation of a proposal to entice a business to remain or to locate within the City of Glenpool because public disclosure of the matter discussed would interfere with the development of products or services and would violate the confidentiality of such business, pursuant to 25 O.S. § 307.C.11 of the Open Meeting Act; and (B) discussing the purchase or appraisal of real property, pursuant to 25 O.S. § 307.B.3 of the Open Meeting Act.

Council convened into Executive Session at 6:27 p.m.

Council reconvened from Executive Session at 7:34 p.m.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

- 5) Discussion and possible action to approve or deny authorizing the City Manager to proceed in a manner consistent with the discussion in executive session.

Moved by Chris Brobst, seconded by Joyce Calvert

Authorizing the City Manager to proceed in a manner consistent with the discussion in executive session.

	For	Against	Abstained	Absent
Joyce Calvert	x			
Brandon Kearns	x			
Tim Fox	x			
Chris Brobst	x			
Jacqueline Triplett-Lund				x
	4	0	0	1

CARRIED.

L) Adjournment

Mayor Calvert declared the meeting adjourned at 7:35 p.m.



To: Honorable Mayor and City Councilors
From: Debbie Pengelly, HR Director
Date: August 12, 2024

Background

The purpose of this report is to recommend the acquisition of new HR hiring software to replace our current system, CivicHR, which is approaching its end of life. Our current HR hiring software, CivicHR, has been a critical tool for managing our recruitment processes, including job postings and candidate tracking. However, the software vendor has announced that support and updates for the software will cease after September 30, 2024. Continuing to use the current software past its end of life is not recommended as the software will no longer receive feature enhancements, security updates, patches or bug fixes leaving it open to security threats.

The proposed new software, Clear Company, will ensure continued efficiency in our recruitment and hiring processes as well as offering additional job posting boards.

Staff Recommendation:

Staff recommends approval of Clear Company as our new HR Hiring Software.

Attachments:

General Terms and Conditions
Clear Company & City of Glenpool Agreement

ClearCo. Talent Platform

Talent Management Software
Built for Talent Maximization

Prepared for: Debbie Pengelly

Company Name: Glenpool, OK

Prepared by: Jon Pallotta

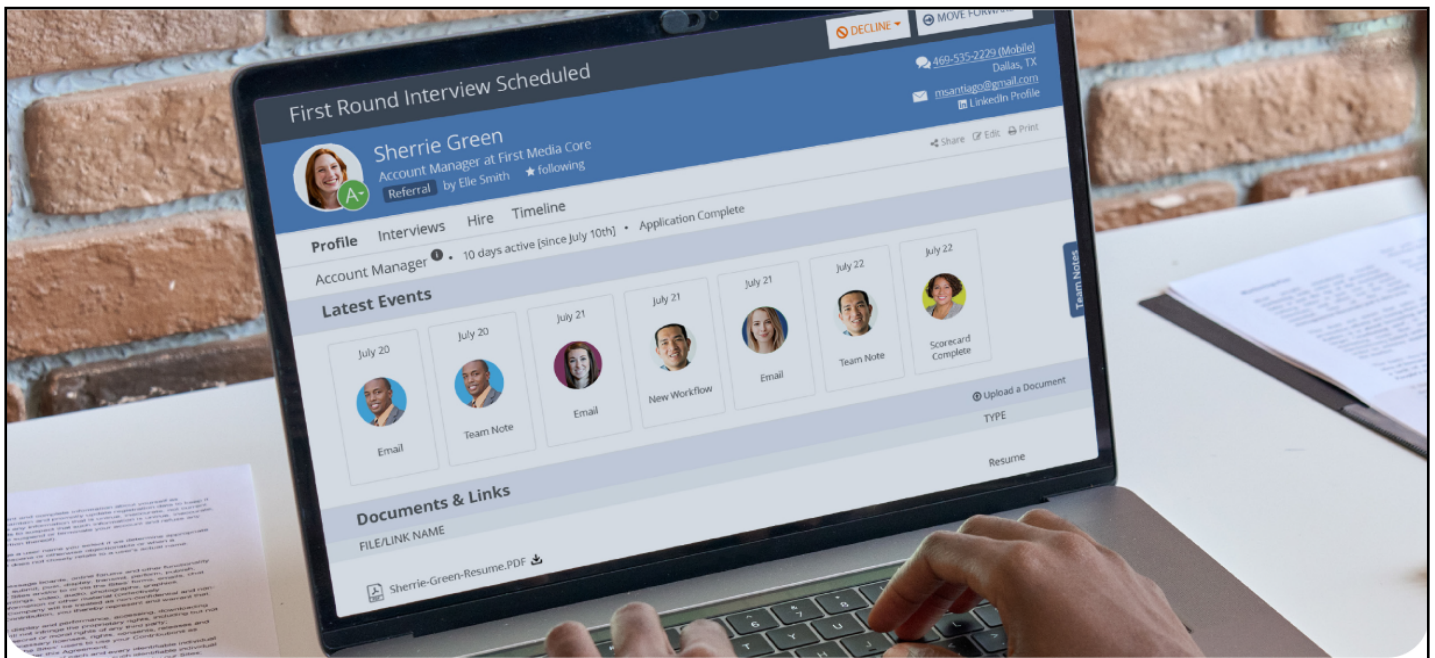
Order Form Date: 08 / 01 / 2024

ORDER FORM

City Of
Glenpool
Creating Opportunity



The Talent Maximization Company



ClearCo.

Dear Debbie,

Thank you for your interest in ClearCompany. We offer state-of-the-art, user-friendly technology, best practices, pre-built content recommendations, and unparalleled service that will help your organization maximize talent and address the unique challenges of recruiting, onboarding, engaging, and retaining employees in today's modern workplace. ClearCompany will also ensure that your talent management software solution aligns with your company's unique mission, culture, and strategic HR needs.

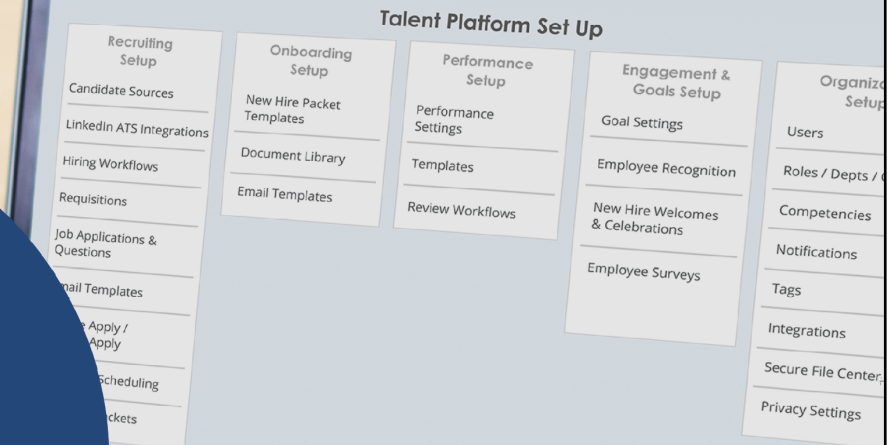
This proposal outlines the software and services we recommend for you based on our understanding of your key challenges and business goals. Please let us know if you have questions or would like to review this proposal together.

ClearCompany would be delighted to work with you.



Jon Pallotta
Sales Executive
978-516-8450
jpallotta@clearcompany.com

The Modern End-to-End Platform for Maximizing Talent



The Award-Winning Solution for the Entire Talent Lifecycle



Talent Acquisition

- Recruiting/ATS
- Recruitment Marketing & AI
- Paperless Onboarding
- Background Checks by ClearCompany



Employee Engagement

- Employee Recognition
- Employee Celebrations
- Employee Surveys
- 1-on-1 Tools



Performance & Goals

- Goal Planning
- Continuous Feedback Tools
- Performance Management
- Pre-Built Review Templates



Analytics & Integrations

- Pre-Built Reports by Module
- Advanced Analytics & Data Lakes
- People Analytics & Workforce Planning
- Every Major Payroll & Hiring Integration

Why ClearCompany?

Our platform maximizes talent.

One System. One Provider.

Avoid multiple vendors with a unified, people-first platform for talent maximization. Optimize your HR initiatives and employee experience for every stakeholder throughout the talent lifecycle.

An Intuitive User Experience for Everyone

Your talent platform is used by many audiences: job seekers, your employees, recruiters and HR, candidates, people leaders, and executives. We support every use case. Our award-winning, mobile-friendly interface simplifies tasks, saves time, and impresses every user.

A Tailored, Job-Specific Approach for Better Hiring

ClearCompany incorporates your job-specific requirements, company values, and known qualities of your top performers throughout your entire source-to-hire process to help you identify and hire the right talent for every position.

Software to Build Culture and the Employee Experience

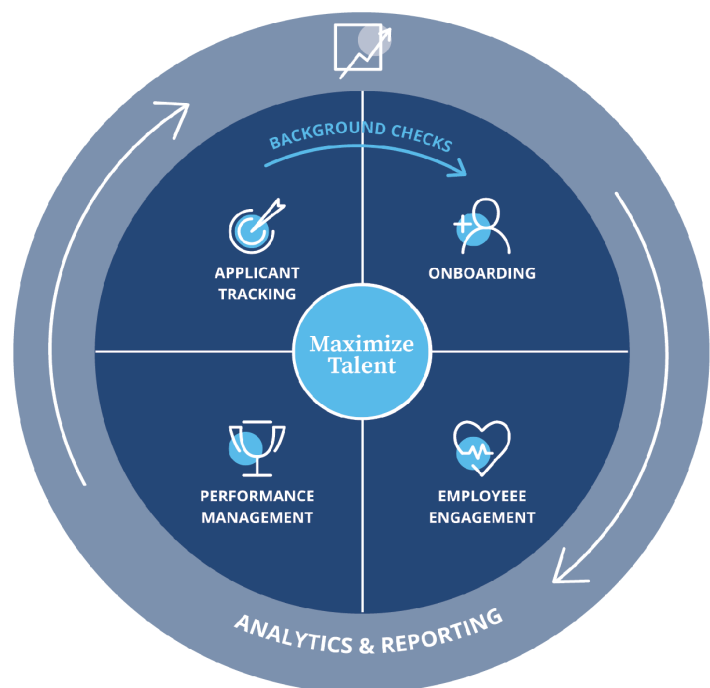
Maximize engagement, retention, and productivity with employee-first performance management, goal planning, and engagement tools that promote teamwork, employee development, peer-to-peer recognition, collaboration, and continuous feedback.

AI, Automation, and Integrations for HR Efficiency

Eliminate busy work and let your teams focus on the people they support. Automate administrative tasks, speed up processes, and save time across all recruiting and HR initiatives.

Reporting and Analytics for Better Decision-Making

Generate talent insights that are only possible when all your talent data resides in one system. ClearCompany provides pre-built reports, advanced analytics, and planning tools to optimize talent initiatives and improve people decisions.



Recruiting

Achieve a 90% Hiring Success Rate With the Award-Winning ATS for Attracting A-Players

Recruit smarter and faster, and save time and money with ClearCompany's proven software, methodology, AI tools, and automation for identifying, engaging, and hiring your future star employees.

Sourcing and Integrations to Build Pipelines Fast

Start each search with a strong talent pipeline. Efficiently source from our vast database to find talent that matches requisition criteria for any open role. Seamlessly manage employee referrals and surface attractive past candidates. Leverage our recruiting integrations to expand your talent pool.

Hire Smarter With a Tailored, Job-Specific Approach

ClearCompany incorporates your job-specific requirements, company values, and known qualities of your top performers into your requisitions, interview guides and scorecards so you identify and hire the right talent for every position.

AI and Automation to Enhance the Candidate Experience

Quickly generate engaging content, automate manual tasks and outreach, and select high-potential candidates with ClearCompany AI and automation. Create a positive and smooth candidate experience every time with self-service scheduling, video interviews, text and mobile recruiting capabilities, and prompt and personalized candidate communications.

Intuitive User Interface and Workflows

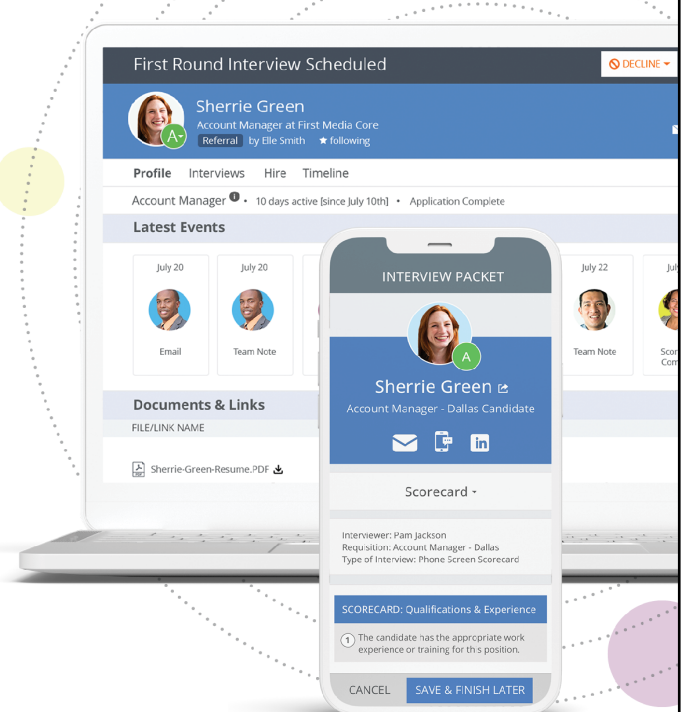
Streamline tasks to save time and increase efficiency. Easily organize, customize, and track requisitions and candidate activity. Build hiring workflows to support all the unique jobs you're hiring for.

Convenient, Fast, Affordable Background Checks by ClearCompany

ClearCompany provides industry-leading background check screening services so you can hire with confidence every time. Instantly launch background checks inside ClearCompany. Receive results faster than non-integrated check providers. View the status of each background check directly in your ClearCompany ATS.

Powerful Analytics for Tracking Your Recruiting Efficiency

Easily monitor recruiting metrics, applicant sources, and cost-per-hire trends. Take advantage of insightful pre-built reports, interactive dashboards, and drill-down capabilities to swiftly analyze results by requisition, forecast time-to-hire, and optimize every phase of your hiring process.



Onboarding

Impress New Hires
While Saving Money and
Minimizing Risk

Provide a smooth and welcoming virtual onboarding experience. Employees who have a great onboarding experience are 69% more likely to stay with a company for three years.¹

Wow New Employees

Provide a welcoming and smooth digital onboarding process every time. Mobile-friendly forms and e-signature make new hire onboarding fast and easy.

Manage Compliance and Eliminate Risk

Automate compliance, employment eligibility, background checks, direct deposit, and reduce manual tasks. Use Background Checks by ClearCompany to initiate background checks without leaving the platform and get results fast. Virtually store new hire information in our cloud-based platform.

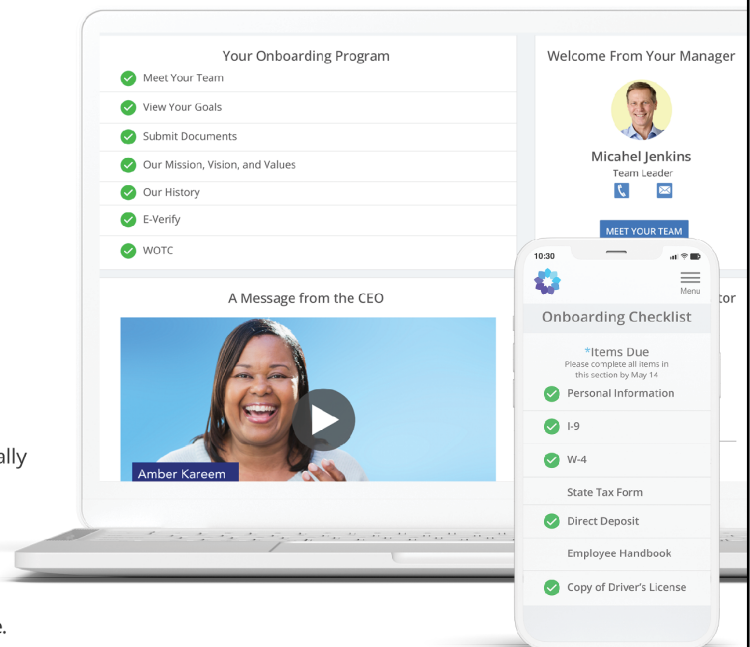
Onboard New Hires Virtually with Ease

Seamlessly add new hires to your staff and HR systems remotely. Quickly bulk onboard groups of new hires all at once.

“

We love ClearCompany's paperless, online Onboarding capabilities. It's a huge timesaver to have everything done in advance before new employees start.

Beth Scafe
HR Director, Absorb LMS



Save HR Time and Avoid Errors

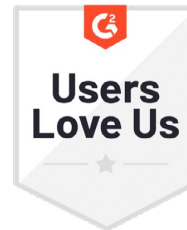
Comprehensive internal task tracking tools remind HR, IT, and hiring teams to set passwords, assign equipment, complete new hire training, and more so everything is ready for your new hires on their first day.

Advanced I-9 and E-Verify Powered by simplifi-9

Utilize an expanded digital toolkit for I-9 processing and management. Take advantage of automated DHS E-Verify submissions and Audit Trail reports that include a 100% Audit Defense using simplifi-9.

¹ Source: www.linkedin.com/pulse/69-employees-stay-company-3yrs-experience-great-our-tips-rosser

An Award-Winning Talent Platform Since 2004



2,500+ Happy Customers

"ClearCompany is so easy to use and there is always someone there to help if you need it. I have loved being on calls to improve our use of ClearCompany. Our contacts are always willing to research solutions and make our lives easier!"

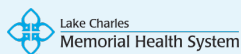
[Jana Lewis](#)

Human Resources at Eyemart Express

"ClearCompany is the best kept secret in the applicant tracking and performance management world! We're benefiting from hiring manager engagement, and tracking of applicants through the hiring process. My previous system did not have all of the bells and whistles that ClearCompany has. It has been a lifesaver."

[Deirdre Hicks](#)

Senior Director of Human Resources at Manus Bio





World-Class Service, Support, and Training for Every Client

Sales & Account Management

Receive strategic guidance from your dedicated Sales Executive and ongoing Customer Success Manager to maximize your efficiency.

Implementation

Receive a personalized project plan and dedicated Implementation Manager for your initial set-up and training.

Technical Support

Get support from in-house support specialists, not call centers. We offer phone, in-app live chat, and email support plus a robust Help Center for self-driven learning.

Training

ClearCompany offers a vast library of easy-to-follow training videos, Help Center articles, FAQs, best practices, and reference resources. All training materials are available on-demand.

Platform Design and Implementation in Four Easy Steps



Scope & Set Up

- Understand Your Requirements and Current Processes
- Define Features and Configuration Needs
- Set Project Timeline

Build & Learn

- Train Your Team
- Build and Configure Each Talent Module
- Deliver Project Milestones on Time

Test & Refine

- Evaluate Workflows and Communications
- Test and Troubleshoot
- Adjust and Refine

Plan & Launch

- Customize Launch Materials
- Activate Platform

ORDER FORM
1 OF 2

ClearCo.

Prepared for Glenpool, OK
08 / 01 / 2024

Main Subscriber Contact

Debbie Pengelly
Glenpool, OK
12205 S Yukon Avenue
Glenpool, OK 74033

Bill To

Debbie Pengelly
Glenpool, OK
12205 S Yukon Avenue
Glenpool, OK 74033

Subscription Agreement

Prepared by: Jon Pallotta
Agreement Term: 12 Months
Subscription Start Date: 8/16/2024
Billing Start Date: 8/16/2024

Name	QTY	Annual List Price	Annual Sale Price	Annual Discount	Annual Investment
One Time Services & Fees					
Quick Start Implementation	1	\$1,500.00	\$0.00	-\$1,500.00	\$0.00
Customized Candidate & Requisitions Import	1	\$500.00	\$0.00	-\$500.00	\$0.00
Subscriptions					
Basic ATS + Onboarding Bundle	1	\$8,925.00	\$6,300.00	-\$2,625.00	\$6,300.00
ClearText Suite	1	-	\$0.00	-	\$0.00

First Year Discount: \$4,625.00
First Year Investment: \$6,300.00

SPECIAL HANDLING INSTRUCTIONS:

- The 'Annual Discount' (\$2,625), the waived 'Quick Start Implementation' (\$1,500.00) and the waived 'Customized Candidate & Requisitions Import' (\$500) **are contingent upon the signing of this Agreement by the Subscriber by no later than 5:00 PM (EST) on Wednesday, August 21st, 2024.**
- Pricing is based on an average of 126 employees.

Basic Recruiting Platform

A robust recruiting platform to enable recruiting professionals to automate core recruiting activities related to the applicant experience, job postings, candidate management, interviewing and recruiting analytics.

Features Included:

Applicant Experience

- Mobile Apply
- Multi-Lingual Applications
- Easy Apply with Glassdoor, Indeed, Monster & ZipRecruiter
- Social Sharing Tools
- Beautiful Career Site
- Social/Mobile Career Site

Job Posting Management

- Automated Free and Sponsored Postings
- Requisition Templates
- **Real-Time Salary Benchmarking**
- Automated Requisition Approval Processes
- Discounts on Sponsored Postings
- **AI-Assisted Job Descriptions**
- Management of 8,000 Job Boards
- Custom Source Tracking

Candidate Management

- Closed Loop Email Capture
- ClearText Candidate Texting
- Knock Out Questions
- Automated Pipeline Management
- Applicant Auto-Grading
- Workflows by Requisition
- Dispositioning
- Mobile Communications
- Recruitment Marketing Tools
- Passive Talent Sourcing from Current ATS
- Referrals Management
- Digital Offer Letters with approval management

Recruiting Analytics

- Interactive Analytics & Reports
- Executive Dashboards
- Source Reporting
- Application Completion Rates

Strategic Interviewing

- Mobile friendly Interview Packets
- Hiring Team Collaboration Tools
- Automated Scheduling and Integration with Calendars
- Video Interview Screening

Advanced Onboarding Platform

ClearCompany's mobile-optimized onboarding subscription to welcome new employees, automate new hire onboarding tasks, enable electronic forms submissions, and support compliance. Includes up to 40 multi-level role-based competencies for use throughout the platform.

Features Included

- Comprehensive Standard Forms Library
- Tax Forms by State and Province
- Manager & Team Introductions
- E-Signature Acceptances
- Automated Hiring Workflows
- Onboarding Packet Templates
- Electronic Onboarding Packet Delivery
- Quality of Onboarding Surveys
- Quality of Hire Surveys
- Modifications to Existing Reports
- Onboarding into Goals
- HM Onboarding Initiator Access
- (3) custom forms included
- Additional custom forms are priced by development complexity

Quick Start Implementation

Power up the core features you need to launch successfully.

Includes:

Dedicated Implementation Manager

- Your dedicated implementation manager will help you quickly launch the system.
- Step-by-step guidance via our easy to follow plan for success
- Initial account structure and data setup

Customer Success

- Strategic partnership with our Customer Success Team after implementation is complete.
- Unlimited access to our online Training Center, Technical Help Center and Talent Success University
- Access our Customer Success Team 8am-8pm ET on weekdays

40 Standard Multi-Level Competencies

- Powered by our strategic partners HRSG, you will have access to competencies refined, analyzed and updated over 30 years. These competencies each contain 5 levels, so employees and managers can understand progression

Also Included with a Related Product Purchase:

- *With Onboarding* - 3 basic forms included during implementation. Additional custom forms post implementation or complex forms are available for purchase.
- *With any Integration* - we will work with the integrating partner to build and test your connection

ORDER FORM

2 OF 2

ClearCo.

GENERAL TERMS

Quantities and prices quoted above represent the number of active employees that you have indicated are part of your organization. Should the number of active employees change, or you subscribe to additional services, your prices may increase.

Currency & Tax: Prices above are in U.S. dollars and are exclusive of any sales taxes.

Payment Terms: Payment shall be processed on the Billing Start Date and are due on receipt. Payments will be made Annual via Invoice.

Payment via credit card is subject to a 3% fee.

This Order Form and the product and service ordered hereunder are subject to the ClearCompany General Terms and Conditions located <http://clearcompany.com/terms-conditions> (the "Terms") entered into as of Subscription Start Date. This Order Form is not effective until it is signed by all parties.

MISCELLANEOUS TERMS

This Order Form, together with any Order Forms previously or subsequently entered into by the parties, and the Terms referenced above, constitute the entire agreement between the parties with respect to the subject matter. By the signature below, Customer represents that it has read, understood, and agrees to be bound by the Agreement.

IN WITNESS WHEREOF, the parties have caused this Order Form to be executed by their duly authorized representatives.

Glenpool, OK	ClearCompany
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

General Terms and Conditions

Effective December 5, 2019

PLEASE READ THESE GENERAL TERMS AND CONDITIONS ("TERMS") CAREFULLY BEFORE USING THE SERVICES OFFERED BY CLEARCOMPANY, INC. ("CLEARCOMPANY"). BY MUTUALLY EXECUTING ONE OR MORE ORDER FORMS WITH CLEARCOMPANY WHICH REFERENCE THESE TERMS, YOU ("SUBSCRIBER") AGREE TO BE BOUND BY THESE TERMS (TOGETHER WITH ALL ORDER FORMS, THE "AGREEMENT") TO THE EXCLUSION OF ALL OTHER TERMS. IN ADDITION, ANY ONLINE ORDER FORM WHICH YOU SUBMIT VIA CLEARCOMPANY'S STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY CLEARCOMPANY SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

1. ACCESS TO THE SERVICES

1.1 For each Order Form, subject to Subscriber's compliance with the terms and conditions of this Agreement (including any limitations and restrictions set forth on the applicable Order Form) ClearCompany grants Subscriber the right to use the ClearCompany service(s) specified in such Order Form (collectively, the "Service") during the applicable Order Form Term (as defined below) for the internal business purposes of Subscriber, only as provided herein and only in accordance with ClearCompany's applicable official user documentation for such Product (the "Documentation").

2. IMPLEMENTATION

2.1 Upon payment of any applicable fees set forth in each Order Form, ClearCompany agrees to use reasonable commercial efforts to provide implementation assistance for the Service only if and to the extent such assistance is set forth on such Order Form ("Implementation Assistance").

2.2 If ClearCompany provides Implementation Assistance in excess of any agreed-upon hours estimate, or if ClearCompany otherwise provides additional services beyond those agreed in an Order Form, Subscriber will pay ClearCompany at its then-current hourly rates for consultation.

3. SUPPORT; SERVICE LEVELS

3.1 ClearCompany will provide support and uptime for the Service in accordance with the support package selected by Subscriber on the applicable Order Form (if any).

4. SERVICE UPDATES

4.1 From time to time, ClearCompany may provide upgrades, patches, enhancements, or fixes for the Services to its subscribers generally without additional charge ("Updates"), and such Updates will become part of the Services and subject to this Agreement; provided that ClearCompany shall have no obligation under this Agreement or otherwise to provide any such Updates. Subscriber understands that ClearCompany may cease supporting old versions or releases of the Services at any time in its sole discretion; provided that ClearCompany shall use commercially reasonable efforts to give Subscriber sixty (60) days prior notice of any major changes.

5. RESTRICTIONS

5.1 Subscriber will not (and will not allow any third party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Service (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Service; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Service; (iv) use the Service for the benefit of a third party; (v) use the Service for timesharing or service bureau purposes or otherwise for the benefit of a third party (excepting Subscriber's end users); (vi) remove or otherwise alter any proprietary notices or labels from the Service or any portion thereof, or (vii) use the Service to build an application or product that is competitive with any ClearCompany product or service; (viii) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the

Service; or (viii) bypass any measures ClearCompany may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service).

5.2 Subscriber is responsible for all of Subscriber's activity in connection with the Service, including but not limited to uploading Subscriber Data (as defined below) onto the Service. Subscriber (i) will use the Service in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Subscriber's use of the Service (including those related to data privacy, such as the Children's Online Privacy Protection Action ("COPPA") and the General Data Protection Regulation ("GDPR"), international communications, export laws and the transmission of technical or personal data laws), and (ii) will not use the Service in a manner that violates any third party intellectual property, contractual or other proprietary rights.

6. SUBSCRIBER DATA

6.1 For purposes of this Agreement, "Subscriber Data" shall mean any data, information or other material provided, uploaded, or submitted by Subscriber to the Service in the course of using the Service. ClearCompany regards all documents sent, received, and stored in the System as the property of the Subscriber and will provide archival copies upon request. Subscriber shall retain all right, title and interest in and to the Subscriber Data, including all intellectual property rights therein.

6.2 Subscriber, not ClearCompany, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Subscriber Data. ClearCompany shall use commercially reasonable efforts to maintain the security and integrity of the Service and the Subscriber Data. ClearCompany is not responsible to Subscriber for unauthorized access to Subscriber Data or the unauthorized use of the Service unless such access is due to ClearCompany's gross negligence or willful misconduct. Subject to any limitations on liability under applicable law, Subscriber is responsible for the use of the Service by any person to whom Subscriber has given access to the Service, even if Subscriber did not authorize such use.

6.3 Subscriber agrees and acknowledges that Subscriber Data may be irretrievably deleted if Subscriber's account is ninety (90) days or more delinquent. Notwithstanding anything to the contrary, Subscriber acknowledges and agrees that ClearCompany may (i) internally use and modify (but not disclose) Subscriber Data for the purposes of (A) providing the Service to Subscriber and (B) generating Aggregated Anonymous Data (as defined below), and (ii) freely use and make available Aggregated Anonymous Data for ClearCompany's business purposes (including without limitation, for purposes of improving, testing, operating, promoting and marketing ClearCompany's products and services). "Aggregated Anonymous Data" means data submitted to, collected by, or generated by ClearCompany in connection with Subscriber's use of the Service, but only in aggregate, anonymized form which can in no way be linked specifically to Subscriber.

7. DATA RETENTION

7.1 Subscriber is entitled to unlimited data storage and retention for a period of two years from the date such data is submitted into the system. Data two or more years old is subject to archival and removal from active management, with backup copies provided to Subscriber, or may be retained in the system at no charge subject to a capacity quota of 100GB of data. Subscribers wishing to retain active data in excess of these quotas must pay a charge of \$1.00/5 GB per year for data retention. Subscribers exceeding retention quotas shall be notified and given 30 days to select an archival backup or purchase additional capacity as detailed above.

7.2 Subscriber may request a backup of data stored by ClearCompany once per calendar quarter. ClearCompany will, within 30 days of receiving such a request, provide Subscriber with a copy of all resumes received and stored in the System. All reports and backups may be delivered electronically to subscriber once per quarter, and again in the event of termination of this Agreement. Resumes will be in either the source format or HTML. Structured database backups including parsed resume output in table or HR-XML format, as well as requisition information, will be provided subject to a one-time report setup fee to be quoted upon request by ClearCompany.

7.3 If ClearCompany introduces a Subscriber self-service data archiving capability providing substantially similar capabilities, it shall be deemed to have satisfied the obligations described herein. In the event of termination, ClearCompany shall not be required to maintain former subscribers' data in a usable format after a backup has been provided in accordance with the terms above, or after 6 months after the date of termination if no backup request has been received by that time. Subscriber acknowledges that ClearCompany may continue to retain data for operational or technical reasons after termination of the agreement. The confidentiality provisions in this section shall survive any termination and continue until such data has been deleted or otherwise destroyed.

8. OWNERSHIP

8.1 Except for the rights expressly granted under this Section 7, ClearCompany retains all right, title, and interest in and to the Service (and all data, software, products, works, and other intellectual property created, used, or provided by ClearCompany for the purposes of this Agreement, including any copies and derivative works of the foregoing). Any software which is distributed or otherwise provided to Subscriber hereunder (including without limitation any software identified on an Order Form) shall be deemed a part of the Service and subject to all of the terms and conditions of this Agreement. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement.

8.2 To the extent Subscriber provides ClearCompany with any feedback relating to the Service (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) ("Feedback"), Subscriber shall, and hereby does, grant to ClearCompany a nonexclusive, worldwide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose. Feedback, even if designated as confidential by Subscriber, shall not create any confidentiality obligation for ClearCompany notwithstanding anything else. Nothing in this Agreement will impair ClearCompany's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software or technologies that Subscriber may develop, produce, market, or distribute.

9. PROFESSIONAL SERVICES

9.1 ClearCompany may from time to time perform Professional Services as agreed upon by the parties. Such Professional Services may be set forth either (i) in an Order Form and (ii) in a separate mutually executed Statement of Work which references this Agreement (each an "SOW," which upon mutual execution, will be incorporated into and form a part of this Agreement), that shall include the scope of implementation of services, the anticipated schedule, the fee structure, and the deliverables (if any) to be provided as part of the Professional Services.

10. CREDIT INQUIRIES AND CREDIT REPORTING

10.1 ClearCompany is authorized to check the Subscriber's credit for the purposes of determining credit worthiness at the time of this service agreement or thereafter in connection with the same transaction. ClearCompany is further authorized to provide history information to others about ClearCompany's credit experience with Subscriber, including outside collection agencies and outside counsel.

11. PAYMENT OF FEES

11.1 Subscriber will pay ClearCompany the fees as set forth in each Order Form and each applicable SOW ("Fees"). ClearCompany will invoice Subscriber for any applicable setup fees plus the first annual payment as of the Order Form Billing Start Date ("Billing Start Date") unless otherwise specified. Implementation services shall be extended upon receipt of initial required payment.

11.2 ClearCompany reserves the right at any time to establish specific billing terms for each Subscriber based upon ClearCompany's assessment of a Subscriber's credit worthiness in ClearCompany's sole discretion, including without limitation, requiring advance payment for services. Unless otherwise specified in an Order Form, all Fees will be invoiced in advance and all invoices issued under this Agreement are payable in U.S. dollars within thirty (30) days from date of invoice.

11.3 The Fees for each renewal term are subject to an annual increase not to exceed the Current Order Form List Price ("List Price"). We will provide notice of such increase in Fees at least 90 days prior to the end of the current term, and the increase will be effective upon renewal.

11.4 For any Service for which fees are billed in arrears, ClearCompany will invoice Subscriber following completion of the Service.

11.5 Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower, plus all expenses of collection. Subscriber shall be responsible for ClearCompany's costs of collection in the event of Subscriber's delinquent payment. All Fees paid are non-refundable (except as otherwise expressly set forth in the applicable Order Form or applicable SOW) and not subject to set-off.

12. TERM; TERMINATION

12.1 Subject to earlier termination as provided below, this Agreement shall commence on the Subscription Start Date ("Effective Date") set forth in the first Order Form. If no Order Form has been mutually executed by the parties within one (1) year of the Effective Date, this Agreement shall automatically terminate.

12.2 Upon execution of an Order Form, the Term shall continue, and shall last until the expiration of all Order Form Terms. For each Order Form, unless otherwise specified therein, the "Order Form Term" shall begin as of the subscription start date set forth on such Order Form, and unless earlier terminated as set forth herein, (a) shall continue for the initial Agreement Term specified on such Order Form (the "Order Form Initial Term"), and (b) following the Order Form Initial Term, shall automatically renew for additional successive periods of equal length to the Order Form Initial Term (each, an "Order Form Renewal Term") unless either party notifies the other party in writing of such party's intention not to renew no later than ninety (90) days prior to the expiration

of the Order Form Initial Term or then-current Order Form Renewal Term, as applicable.

12.3 In the event of a material breach of this Agreement by either party, the non-breaching party may terminate this Agreement by providing written notice to the breaching party, provided that the breaching party does not materially cure such breach within thirty (30) days (ten (10) days in the case of non-payment) of receipt of such notice.

12.4 Without limiting the foregoing, ClearCompany may suspend or limit Subscriber's access to or use of the Service if (i) Subscriber's account is more than sixty (60) days past due, or (ii) Subscriber's use of the Service results in (or is reasonably likely to result in) damage to or material degradation of the Service which interferes with ClearCompany's ability to provide access to the Service to other subscribers; provided that in the case of subsection (ii): (a) ClearCompany shall use reasonable good faith efforts to work with Subscriber to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation; (b) prior to any such suspension or limitation, ClearCompany shall use commercially reasonable efforts to provide notice to Subscriber describing the nature of the damage or degradation; and (c) ClearCompany shall reinstate Subscriber's use of or access to the Service, as applicable, if Subscriber remediates the issue within thirty (30) days of receipt of such notice.

12.5 Upon termination of this Agreement, all rights granted herein and in each Order Form to Subscriber will terminate and Subscriber will make no further use of the Services. The following provisions will survive termination of this Agreement: Sections 5-8, 10-17.

12.6 Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that Subscriber is a political subdivision of the State of Oklahoma and, as such, Subscriber is subject to the fiscal year debt limitations under Article 10, Section 26 of the Oklahoma Constitution, which prohibit Subscriber from obligating its future fiscal year funds. Therefore, to the extent that this Agreement contemplates payments beyond Subscriber's current fiscal year (ending June 30, 2025) or any subsequent fiscal

year (July 1 to June 30), Subscriber's obligation to make such payments is contingent upon Subscriber's ratification of this Agreement and appropriation of funds each fiscal year while this Agreement is in effect. In the event of non-ratification or non-appropriation, this Agreement shall terminate at the conclusion of the then-current fiscal year. Under no circumstance shall Subscriber be obligated to make any payment, in any fiscal year, in an amount exceeding the income and revenue provided for such year.

13. CONFIDENTIALITY

13.1 During the term of this Agreement, each party (a "Disclosing Party") may provide the other party (a "Receiving Party") with confidential and/or proprietary materials and information ("Confidential Information"). All proprietary data not released publicly via a job posting, advertising campaign, or other means, will be regarded as confidential and will not be shared with or released to any party other than Subscriber without authorization by an appropriate employee or officer of Subscriber. Subscriber authorizes ClearCompany to publicly release information contained in job advertisements and other communications to third parties on its behalf via the use of explicit features in the system for dissemination of such information. Subscriber acknowledges that ClearCompany shall not be held liable for any uses of data by third parties where that data was either (a) provided to the third party with Subscriber's permission; or (b) published in a public forum such as on the Subscriber's career website. In these cases, ClearCompany's responsibility shall be limited to providing reasonable technical support and liaison. For the avoidance of doubt, the Service is Confidential Information of ClearCompany. Receiving Party shall maintain the confidentiality of the Confidential Information and will not disclose such information to any third party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated hereunder.

13.2 The obligations in this Section 13 shall not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is developed by the Receiving Party independently from the Disclosing Party's Confidential Information, (iii) is disclosed to Receiving Party by a third party without restriction, or (iv) was in the Receiving Party's lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or

indirectly from the Disclosing Party. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof and uses its best efforts to limit disclosure.

13.3 At any time, upon Disclosing Party's request, Receiving Party shall return to Disclosing Party all Disclosing Party's Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party's Confidential Information as this Agreement and (b) all Feedback shall be solely ClearCompany's "Confidential Information."

14. DISCLAIMER

14.1 THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND CLEARCOMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CLEARCOMPANY DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICE.

15. LIMITATION OF LIABILITY

15.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, NEITHER PARTY, SHALL BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY: (A) ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICE, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE

POSSIBILITY OF SUCH LOSS OR DAMAGE; (C) MATTERS BEYOND SUCH PARTY'S REASONABLE CONTROL; OR (D) AMOUNTS IN THE AGGREGATE THAT EXCEED THE FEES PAID OR PAYABLE BY SUBSCRIBER TO CLEARCOMPANY DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION ACCRUES.

16. INTENTIONALLY OMITTED

17. NON-SOLICITATION

17.1 Until one (1) year after termination of this Agreement, Subscriber will not encourage or solicit any employee or consultant of ClearCompany to leave ClearCompany for any reason.

18. MISCELLANEOUS

18.1 The parties will comply with the additional term and conditions (if any) set forth in each Order Form or any applicable SOW. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by a party except with the other party's prior written consent; provided that, a party may transfer and assign its rights and obligations under this Agreement without consent to a successor to all or substantially all of its assets or business to which this Agreement relates. This Agreement (together with all Order Forms and all SOWs) is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the signature blocks below or on an applicable Order Form. Either party may

update its address set forth above by giving notice in accordance with this section. This Agreement shall be governed by the laws of the State of Oklahoma. Subscriber agrees to pay all costs of collection, including without limitation reasonable attorney's fees, in the event ClearCompany refers the subscriber's account for collection.

18.2 Subscriber agrees to participate in press announcements, case studies, trade shows, or other forms reasonably requested by ClearCompany. ClearCompany may use Subscriber's name and logo to identify Subscriber as a ClearCompany subscriber on its website and in other marketing materials. Subscriber agrees that ClearCompany may create a case study and/or issue a press release within 90 days of execution of this Agreement concerning Subscriber's use of the Service. These materials will be statements of facts about the relationship between Subscriber and ClearCompany. ClearCompany will not publicly distribute final versions of such documents without Subscriber's prior written consent. Subscriber further consents to the use of Subscriber's name in ClearCompany's marketing and sales materials, including on its website.



To: Mayor, Council, GUSA Chair and Trustees

From: David Tillotson, City Manager

Date: August 15, 2024

Re: Development Agreement

Background:

As part of the preparation to solicit bids for the construction of the sewer project staff has been discussing a few issues with our legal team. First, the project will be mixing ARPA funds designated for the City with ARPA and OWRB funds designated for GUSA. Second, by law GUSA contractors cannot purchase materials tax exempt, while City contractors can. To address these two issues, our legal counsel has prepared the attached development agreement that makes both the City and GUSA jointly responsible for bidding and construction of this project. This agreement will remove any doubt about GUSA's ability to utilize the ARPA funds sent directly to the City, but more importantly, it will save us a significant amount of money for sales and use taxes by contracting through the City for the construction of the plant.

Staff Recommendation:

Staff recommends approval of the Development Agreement between the City and the Glenpool Utility Services Authority.

Attachments:

- Development Agreement

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is made and entered into as of the ____ day of August, 2024, by and between the **CITY OF GLENPOOL, OKLAHOMA** ("City") and **GLENPOOL UTILITY SERVICE AUTHORITY** ("Authority").

RECITALS:

WHEREAS, the City is an Oklahoma municipal corporation; and

WHEREAS, the Authority is an Oklahoma public trust organized under the provisions of OKLA. STAT. tit. 60, §§ 176 et seq. for the sole benefit of the City; and

WHEREAS, the City and the Authority desire to jointly finance and construct certain improvements to the Glenpool Wastewater Treatment Plant in accordance with plans and specifications prepared by Garver-USA, Inc. (the "Project"); and

WHEREAS, the City and the Authority have committed to contribute revenues received by each pursuant to grants under the American Rescue Plan Act and loan proceeds received by the Authority pursuant to a loan from the Clean Water State Revolving Fund administered by the Oklahoma Water Resources Board to a common construction fund to be used for the payment of Project Costs (the "Construction Fund"), and

WHEREAS, the Authority will assume responsibility for administration of the Project and disbursement of monies held in the Construction Fund in accordance with the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Authority do hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct as of the date hereof and are made a part of this Agreement as if fully set forth herein.

2. **Construction Fund.** There is hereby created by the City and the Authority a special fund designated the "Construction Fund". The City and the Authority shall deposit into the Construction Fund sufficient monies to pay Project Costs. For purposes of this Agreement, the term "Project Costs" shall mean and include all costs of purchasing and installing equipment and other improvements associated with the completion of the Project, and for related transaction expenses.

3. **Bid Solicitation.** The City and the Authority shall, in accordance with the Public Competitive Bidding Act of 1974, jointly solicit bids for the construction of the Project based upon plans and specifications approved by both parties. The parties acknowledge that although the Wastewater Treatment Plant and the land beneath that facility is and shall continue to be owned by the Authority. Because of the nature of the Project, the approval and cooperation of each party is

necessary for the successful planning, development, construction, use and maintenance of the Project as a whole.

4. Execution and Administration of Construction Contracts and Other Documents. The City and the Authority shall, subject to the terms of this Agreement, have the joint responsibility for the approval, execution and administration of all agreements with architects, engineers, contractors and/or subcontractors (collectively, the "Contracts") relating to the design or construction of the Project, including any Contract amendments or change orders.

5. Construction and Development. The Authority shall assume primary responsibility for oversight of construction activities on the Project. Upon completion of the Project, the Authority will assume full and complete possession of the real property and improvements comprising the Project and will thereafter be solely responsible for its operation and maintenance.

6. Liability for Project Costs. Project Costs shall be payable solely and exclusively from the Construction Fund. In no event shall the City have any obligation for Project Costs in excess of monies available in the Construction Fund. The Authority, through the Construction Fund, shall arrange for the payment of all contractors, subcontractors, suppliers and other persons or entities under any Contract for construction of the Project.

7. Authority Obligations. The Authority will assume responsibility for the supervision and direction of the design, engineering and construction of the Project. The Authority shall be responsible for the day-to-day administration, oversight, coordination and supervision of the engineers and all contractors providing services in connection with the construction of the Project. The Authority shall be responsible for reviewing all contractors' request for payment and, upon approval of same, for payment from the Construction Fund in accordance with the terms and conditions contained herein. The Authority is authorized and directed to approve and sign any properly submitted payment request without further approval of the City. The Authority agrees to cause the completion of the Project in accordance with plans and specifications developed by the Authority and jointly approved by the City and the Authority. The Authority will ensure that all permitting and approvals are obtained and that the Project is completed in accordance with applicable laws, rules and regulations of the federal, state and local governments, including but not limited to compliance with the Public Competitive Bidding Act.

8. Miscellaneous.

A. Entire Agreement. This Agreement contains the entire agreement of the parties hereto concerning the matters set forth herein.

B. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original and which, together, shall constitute one and the same instrument.

C. Severability. This Agreement is intended to be performed in accordance with and only to the extent permitted by applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any

reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to the other person or circumstance shall not be affected thereby but shall be enforced to the greatest extent permitted by law.

D. Consents. Whenever, under the terms of this Agreement, the consent or approval of the City or Authority is required, such consent shall not be unreasonably withheld, conditioned or delayed.

IN WITNESS WHEREOF, the City and the Authority, acting by and through their respective governing bodies, have caused this Agreement to be executed this ____ day of August, 2024.

CITY OF GLENPOOL, OKLAHOMA

**GLENPOOL UTILITY SERVICE
AUTHORITY**

**Joyce G. Calvert, Mayor
"City"**

**Joyce G. Calvert, Chair
"Authority"**

Attest:

Attest:

Lesli Smith, City Clerk

Lesli Smith, GUSA Secretary

Approved as to Form:

Approved as to Form:

City Attorney

GUSA Attorney



TO: HONORABLE MAYOR AND GLENPOOL CITY COUNCIL

FROM: DUY NGUYEN, CITY PLANNER

DATE: AUGUST 19, 2024

ITEM: SUP 2024-01

REQUEST: SPECIFIC USE PERMIT (SUP 2024-01) FOR A PROPOSED LED SIGN FOR THE GLENPOOL PUBLIC SCHOOLS ADMINISTRATION BUILDING

APPLICANT: GLENPOOL PUBLIC SCHOOLS

LOCATION: 140 WEST 141ST STREET SOUTH

ZONING: CG (COMMERCIAL GENERAL)

COMP PLAN: SPECIAL DISTRICT 1

APPLICANT REP: CURTIS LAYTON, GLENPOOL BOARD OF EDUCATION

BACKGROUND

The application under consideration is for a Specific Use Permit (SUP) for a proposed LED sign for Glenpool Public Schools. The applicant is requesting to install a 40-square-foot LED sign on an existing pole sign located on the Glenpool Public Schools property at 140 West 141st Street South. The proposed LED sign will replace the existing digital sign under the "Glenpool Public Schools" marquee sign.

A Specific Use Permit is required for the use of electronic and/or LED lighted element signs, per Section 11-7-5 (A)(8) of the City's Zoning Code. Attached to the staff report are the requirements for Electronic and LED Signs and the Commercial and Industrial District Sign Requirements.

In addition, the Specific Use Permit requires review and action by the City Council. The Planning Commission's action will be forwarded to the City Council for their consideration at the August 19, 2024, City Council Meeting.

12205 S. Yukon, Glenpool, OK 74033 OFFICE: 918-322-5409 FAX: 918-209-4641

Mayor Joyce Calvert, Ward 3; Vice-Mayor Brandon Kearns, At-Large;

Tim Fox, Ward 1; Chris Brobst, Ward 2; Jacqueline Lund, Ward 4

David Tillotson City Manager, LeaAnn Reed CAO, Joe Wuest COO, Lesli Smith City Clerk

www.glenpoolonline.com

SURROUNDING ZONING / LAND USES

	Zoning	Land Use
North	CG (Commercial General)	Commercial Retail
South	AG (Agricultural)	Park/Open Space
East	CG (Commercial General)	Commercial Retail
West	CG (Commercial General) & AG (Agricultural)	Commercial Retail & Vacant Undeveloped

PROJECT DESCRIPTION

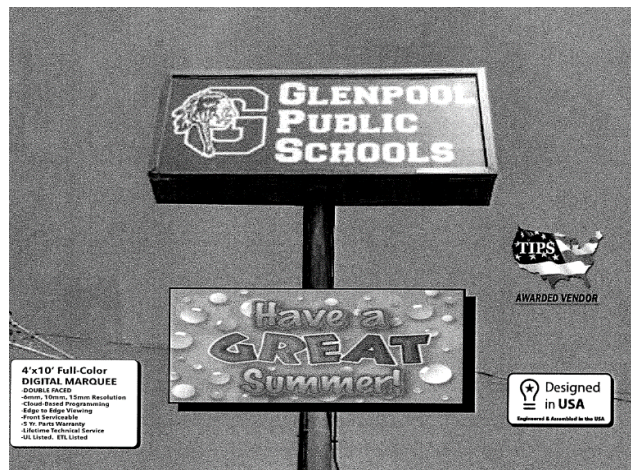
The applicant is proposing to add an LED sign to the existing pole sign. The allowable ground (pole) sign area for the subject site is 262.5 sf and the maximum permissible height is 30 feet. The existing pole sign is approximately 25' in overall height. The existing marquee sign is 4' x 10' in overall size and totals approximately 40 sf. The proposed LED sign, situated below the existing marquee sign, is approximately 19'7" feet high on the pole. The proposed LED sign area is 4' x 10' or 40 square feet in overall size. The overall aggregate sign area is 80 sf, which includes both the existing marquee sign and proposed LED sign.

The proposed LED sign's overall height and size meet the criteria outlined in the Commercial and Industrial District Sign Requirements. Attached to the staff report is the site plan which illustrates the proposed sign location. In addition, the elevations and specifications of the proposed sign are also attached.

Listed below are the applicable development standards for the sign.

Commercial Ground Signs	Allowable (Max)	Proposed
Height	30 feet	19 ft 7 in
Sign Face	262.5 sf	Existing Sign = 40 sf Proposed LED Sign = 40 sf

Illustrated below is the pole sign with the proposed digital sign. Attached to the staff report is a larger copy of the sign illustrated below for reference.



TAC

The Technical Advisory Committee (TAC) reviewed the Specific Use Permit Application on July 19, 2024. There are no additional comments or requirements.

ANALYSIS

The applicant has agreed to operate the sign in accordance with the City's requirements for all lighted signs listed in Section 11-7-5 (A)(8) of the City's Zoning Code. The overall sign height and aggregated sign area meet the criteria for signs within the CG zone.

PLANNING COMMISSION ACTION: The Specific Use Permit was presented to Planning Commission at their August 12, 2024 meeting. After taking public testimony and deliberating, the Planning Commission on a 4-0 vote recommended that City Council approve Specific Use Permit (SUP2024-01).

STAFF RECOMMENDATION:

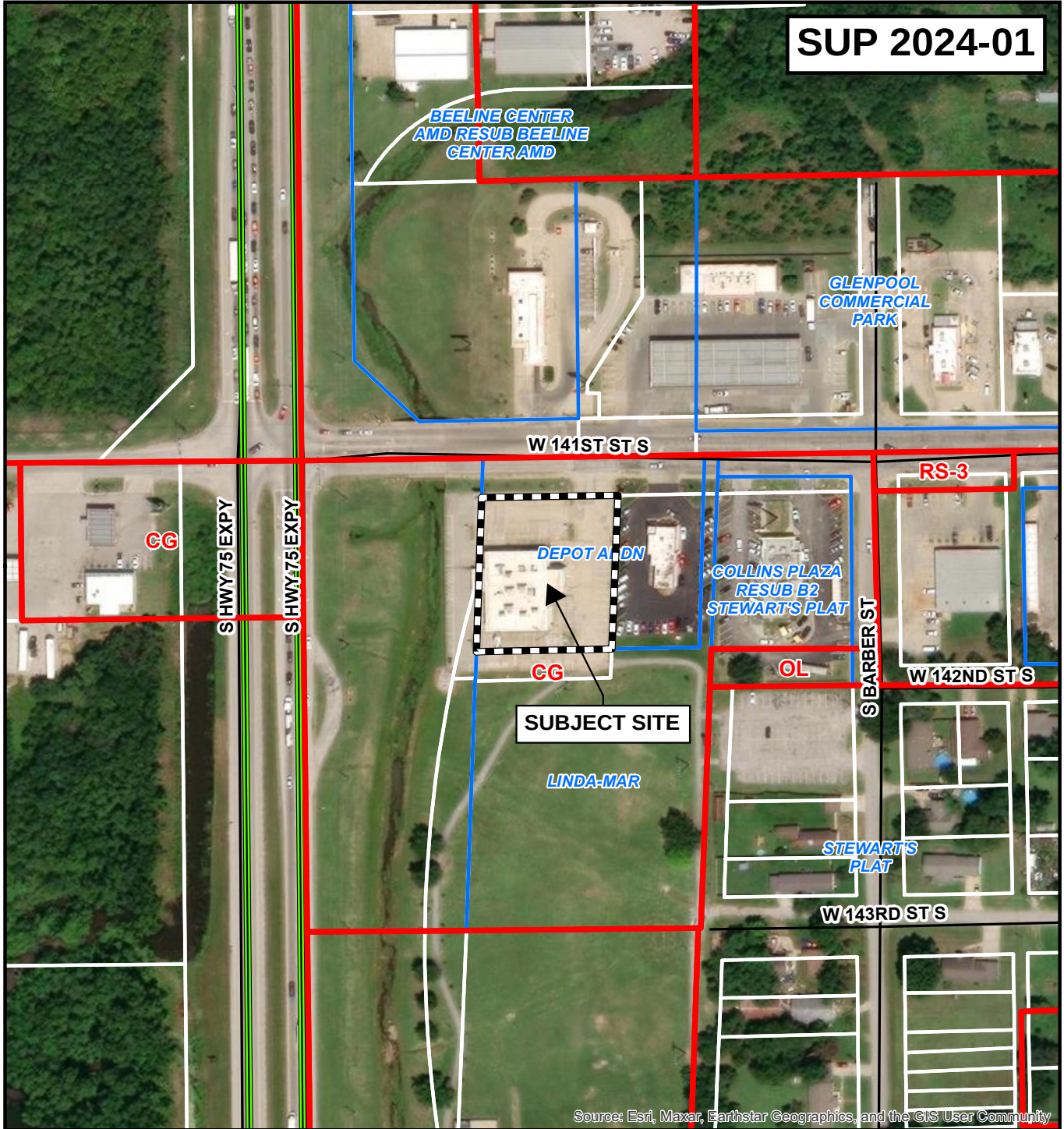
Staff have reviewed the Specific Use Permit application and determined the proposed LED sign meets the COG Zoning Code regulating LED signs. Due to proposed sign location and operation, staff and the Planning Commission recommend the City Council approve SUP2024-01 as presented.

ATTACHMENTS:

1. Aerial Photo/Zoning Map
2. Application
3. Site Plan
4. LED Sign Exhibit
5. Electronic & LED Sign Regulations
6. Commercial & Industrial District Sign Regulations

Aerial Photo / Zoning Map

SUP 2024-01



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



SUP 2024-01 - Glenpool Public Schools

Application for a Special Use Permit to allow an LED Sign

Subject Property: 140 W 141st St S

Zoning: CG (Commercial General)

Legend

Zoning

Highways

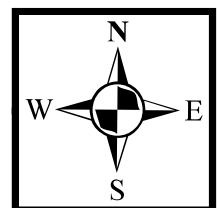
Streets

Subdivisions

Subject Site

Parcels

Feet 0 150 300



Date: 7/16/2024

Application

APPLICATION FOR SPECIFIC USE PERMIT

Specific Use Permit (SUP) refers to a permit granted by City Council within any zoning district where a Specific Use Permit is required. A Specific Use Permit may be granted only after due notice and public hearing, and following review and recommendations by the City Planner and a public hearing and recommendation to City Council by the Planning Commission.

Specific Use Permit authorizes certain uses which, because of the nature and characteristics of those uses, may potentially have adverse impacts on surrounding properties. The SUP process allows the City to evaluate the merits of each proposed specific use on the basis of its particular location and context and a site plan, to ensure that the specific use, if authorized, will be operated in a manner that is compatible with the surrounding uses.

APPLICATION REQUIREMENTS:

A request for a specific use permit shall be initiated by the filing of this application and shall be set for public hearing in accordance with all statutory requirements; the SUP application shall include:

	APPLICANT INITIAL	COG INITIAL	SUBMITTAL MATERIALS
1	CH		COMPLETED APPLICATION
2	CH		NOTES FROM PRE-APPLICATION MEETING
3			IF PROPERTY IS NOT PLATTED, ATTACH LEGAL DESCRIPTION (8.5 X 11 AND ELECTRONIC: WORD.DOC OR PDF)
4	CH		SITE PLANS, DRAWN TO SCALE, SHOWING LOCATION OF BUILDINGS, PARKING AND PERTINENT DATA CONCERNING OPERATION OF PROPOSED USE, AND OTHER DETAILS, SUCH AS, NOT LIMITED TO, PLAN OF OPERATION, TO DEMONSTRATE THE PROPOSED USE WILL BE COMPATIBLE WITH SURROUNDING PROPERTIES
5			LIST OF PROPERTY OWNERS WITHIN 300 FOOT RADIUS OF OUTER BOUNDARIES OF SUBJECT SITE, AS WELL AS ADDRESSED ADHESIVE ENVELOPE LABELS FOR SUCH PROPERTY OWNERS AS LISTED IN THE OFFICE OF COUNTY CLERK COMPILED BY A FULLY BONDED ABSTRACT AND TITLE COMPANY
6			PROCESSING FEE (\$125) + SIGN FEE (\$50.00) + (\$1.00) FOR EACH REQUIRED PUBLIC HEARING NOTICE ¹
LIST OTHER ITEMS SUPPORTING YOUR SUP APPLICATION BELOW			
7	CH		Proposal map ^{map} in comparison to the
8	CH		Legal description
9			

¹ An application for a variance requires the public hearing notice be published in newspaper of general circulation; the Tulsa World will contact you, the applicant, to collect the publication fee prior to publication, failure to pay could result in delay of the public hearing.

A. APPLICANT

NAME: Curtis Layton for Glenpool Board of Education
COMPANY/INSTITUTION: Glenpool Schools
ADDRESS: 140 W 141st St
CITY: Glenpool STATE: OK ZIP CODE: 74003
PHONE: 918-322-9500 EMAIL: clayton@glenpoolps.org

B. PROPERTY OWNER

SAME AS APPLICANT: YES: ☒ NO: ☐
NAME: _____
ADDRESS: _____
CITY: _____ STATE: _____ ZIP CODE: _____
PHONE: _____ EMAIL: _____

C. SUBJECT PROPERTY SAME AS above

PROJECT NAME: LED sign 4x10 Full Color digital marquee (see attached)
STREET ADDRESS: 140 W 141st
PLAT NAME²: Depot Addition LOT NO. 2 BLOCK NO. 1
ZONING OR PUD NO.: CG PRESENT USE: Office/Institutional
PARCEL NO. R84990721448180

If the property has not been platted, is a legal address attached? YES ☐

² If property is not yet platted, note on application, UNPLATTED



I HEREBY CERTIFY THAT THE INFORMATION HEREIN SUBMITTED IS COMPLETE, TRUE AND ACCURATE AND THAT I HAVE BEEN NOTIFIED ON THE DEVELOPMENT PROCEDURES AND GUIDELINES, INCLUDING PLATTING AND SITE PLAN REVIEWS IF REQUIRED AND ALL FEES AND CHARGES RELATED TO SITE IMPROVEMENTS, DEVELOPMENT AND BUILDING PERMIT COSTS.

APPLICANT SIGNATURE: _____

DATE: 7-16-24

PROPERTY OWNER SIGNATURE: _____

DATE: 7-16-24

D. APPLICATION FEES

Request for SUP fee:	\$125.00
\$1.00 per property owner on Title/Abstract report	(_____) X \$1.00 = _____
Posting of public hearing sign	\$50.00
Publication in <i>Tulsa World</i> Legal Notices fee	<i>Tulsa World</i> to invoice
TOTAL:	\$ _____

FOR ADDITIONAL INFORMATION, PLEASE CALL THE CITY OF GLENPOOL COMMUNITY DEVELOPMENT DEPARTMENT AT 918-209-4610 OR VISIT THE CITY'S WEBSITE: <https://www.glenpoolonline.com/>

**R84990721448180 (05/2024)**

🔍 Situs Address	140 W 141 ST S GLENPOOL 74033
🔍 Owner Name	GLENPOOL PUBLIC SCHOOLS INDEPENDENT DISTRICT #I-13
🔍 Owner Mailing Address	461 E 146TH ST S GLENPOOL , OK 740333900
🔍 Account Type	Exempt Com
🔍 Parcel ID	84990-72-14-48180
🔍 Land Area	0.80 acres / 34,990 sq ft
🔍 School District	GL-13A
🔍 Legal Description	Subdivision: DEPOT ADDN (84990) Legal: LT 2 Section: 14 Township: 17 Range: 12



SMITH BROTHERS
ABSTRACT

Invoice

1401 South Boulder Avenue, Tulsa, OK 74119
Phone: 918-582-2148 Fax: 918-582-0029
www.smithbrothersabstract.com

RUSH

Billed To:

Glenpool Public Schools
140 W 141st Street S.
Glenpool, OK 74033
Attn: Curtis Layton

Deliver To:

Glenpool Public Schools
140 W 141st Street S.
Glenpool, OK 74033
Attn: Curtis Layton

*(141st & Hwy 75)
ESC Building*

Customer File No.:

Invoice No.: 3072413798-5

Invoice Date: 07/17/2024

Owner: Glenpool Public Schools Independent District No. I-13

Address:
140 W 141st St S, Glenpool, OK 74033

Brief Legal:
Lot 2, DEPOT ADDITION

DESCRIPTION

300' Radius Report

AMOUNT

\$75.00

Total amount due: \$75.00

Please remit payment to: 1401 S. Boulder Tulsa, OK 74119

THANK YOU FOR YOUR BUSINESS

OWNERSHIP LIST CERTIFICATE

STATE OF OKLAHOMA

Order No.: 3072413798

COUNTY OF TULSA

The undersigned a duly bonded and qualified abstract company within and for Tulsa County, Oklahoma, hereby certifies that the current year's Tax Rolls in the Office of the Tulsa County Treasurer shows the names and addresses of the owners of the properties abutting and lying within 300 feet in any direction of the following described real estate, to be as follows:

Lot Two (2), DEPOT ADDITION, an Addition in the City of Glenpool, Tulsa County, State of Oklahoma, according to the recorded Plat thereof.

--See attached Ownership List--

IN WITNESS WHEREOF, the undersigned have executed this document on July 16, 2024.

Smith Brothers Abstract & Title Co., LLC



Abstractor License No. 0775



OWNERSHIP LIST

Order No.: 3072413798

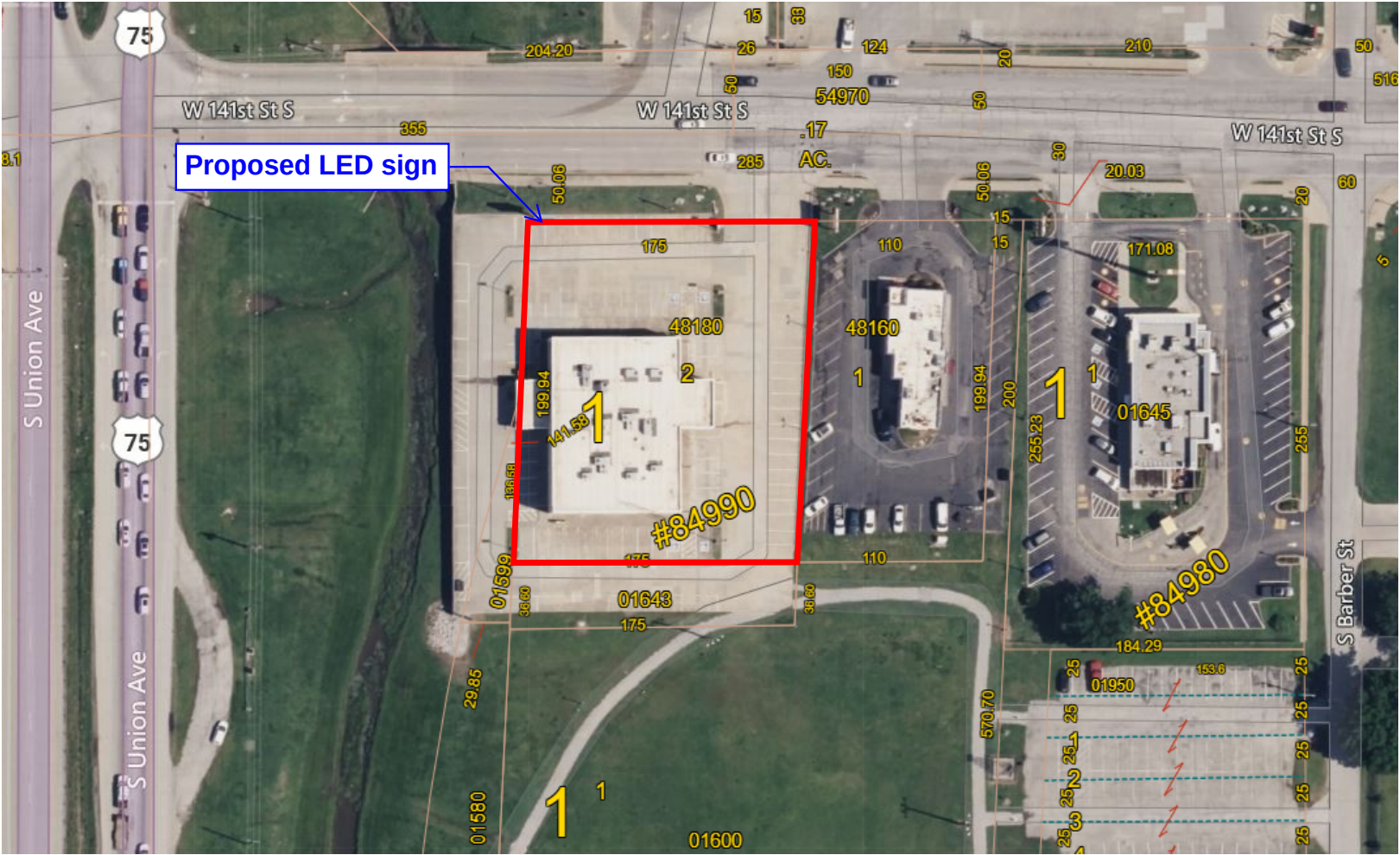
Through:

Page No.: 1

OWNER	LEGAL DESCRIPTION
GLENPOOL PUBLIC SCHOOLS INDEPENDENT DISTRICT #1-13 461 E 146TH ST S GLENPOOL, OK 74033-3900	LT 2, DEPOT ADDN
DOYAL HOOVER LIV TR, ET AL C/O R DOYAL & MARIANNE HOOVER TTEES 3814 HILLSIDE DR SAPULPA, OK 74066-8943	LT 1, DEPOT ADDN
GEORGE SHAIBEH 7514 S LAKE DR CORPUS CHRISTI, TX 78414	BLK 1 LESS BEG 100S NWC LT 2 BLK 1, DEPOT ADDN; TH S136.58 W29.85 CRV RT141.59 POB & LESS 5.6AC FOR HWY, STEWART'S PLAT
INDEPENDENT SCHOOL DISTRICT NO 13 PO BOX 1149 GLENPOOL, OK 74033-1149	BLK 1 BEG 100S NWC LT 2 BLK 1, DEPOT ADDN; TH S136.58 W29.85 CRV RT141.59 POB, STEWART'S PLAT
CITY OF GLENPOOL 12205 S YUKON AVE GLENPOOL, OK 74033-6635	LT 1 LESS W175 N36.6 THEREOF BLK 1, LINDA-MAR
GLENPOOL PUBLIC SCHOOLS INDEPENDENT DISTRICT #1-13 461 E 146TH ST S GLENPOOL, OK 74033-3900	W175 N36.6 LT 1 BLK 1, LINDA-MAR
MCDONALD'S CORPORATION 03500130 C/O PROP TX ADVOCATE LLC PO BOX 182766 COLUMBUS, OH 43218-2766	LT 1 BLK 1, COLLINS PLAZA
HARVEY R CATES and DANA E CATES 14276 N BARBER ST GLENPOOL, OK 74033	LTS 6 THRU 8 BLK 7, STEWART'S PLAT
QUIK TRIP CORPORATION ATTN TAX DEPT PO BOX 3475 TULSA, OK 74101-3475	LTS 1 & 2 BLK 1, GLENPOOL COMMERCIAL PARK & TRCT BEG 381E & 50N SWC SW TH N33 W15 N12.50 NE131.83 N155 E71 S313 W124 TO POB, 11-17-12
NADG NNN ZCW (OK) LP 3131 MCKINNEY AVE, STE L10 DALLAS, TX 75204-2430	LT 4 BLK 2, BEELINE CENTER AMD & TRCT BEG 381E & 50N SWC SW TH N33 W15 N12.50 NE131.83 N155 W81 S313 E28 TO POB, 11-17-12
CITY OF GLENPOOL 12205 S YUKON AVE GLENPOOL, OK 74033-6635	PRT SW BEG 355E SWC N50 E150 S50 W150 POB, 11-17-12
STATE OF OKLAHOMA DEPT OF HWYS R/W DIV 200 NE 21ST ST OKLAHOMA CITY, OK 73105	BEG NWC SW TH E69.6 S2514.8 SE112.77 E204.2 S50 W344.72 N2641.2 POB, 11-17-12
TULSA COUNTY 218 W 6TH ST, FL 9 TULSA, OK 74119-1004	BEG NEC SEC TH S TO SECR W264.1 NELY178.8 N5155 E117.7 POB, 10-17-12
STATE HWY DEPT OF HWYS R/W DIV 200 NE 21ST ST OKLAHOMA CITY, OK 73105	BEG NEC SEC TH W158.1 S887 SE102 S967.7 W20 SLY3333.55 E152.15 TH NLY TO POB, 15-17-12

Site Plan

Site Plan



LED Sign Exhibit

GLENPOOL PUBLIC SCHOOLS

Glenpool, OK

OPTION 5



4'x10' Full-Color DIGITAL MARQUEE

- DOUBLE FACED
- 6mm, 10mm, 15mm Resolution
- Cloud-Based Programming
- Edge to Edge Viewing
- Front Serviceable
- 5 Yr. Parts Warranty
- Lifetime Technical Service
- UL Listed. ETL Listed



CORE DISPLAYS POWERED BY IMPACT LED

CORE DISPLAYS ARE VISUALLY STUNNING, INCREDIBLY BRIGHT, AND DESIGNED FOR ALL WEATHER CONDITIONS. OUR UNIVERSAL SIZE LED MODULE DESIGN OFFERS FLEXIBILITY MAKING IT PERFECT FOR ANY APPLICATION.



± 11,000 NITS ULTRA-HIGH BRIGHTNESS
x20 Brighter than an LCD TV.
View in full daylight and dimmable at night.
Based on LCD N avg. 500 Nits.

**6mm, 10mm
15mm**

PIXEL PITCH OPTIONS

Large IP67 LED diodes,
±100,000 hours lifetime,
1.15 quintillion colors.



IP67 FRONT/IP54 REAR ALL-WEATHER TESTED
UV, salt-mist, vibration,
±temperature, voltage, and
x2 waterproof tested. Fully
sealed LED tile.



OPTIMIZED VIEWING EXPERIENCE

±3840 Hz, 60 FPS
smooth, full motion,
camera-ready
video playback.



CONNECTIVITY OPTIONS

Network with, Ethernet,
wireless, WIFI, Fiber Optic
or 4G cellular technology.



5 YEAR WARRANTY

5 -Year parts and in-factory
labor. 10-Year parts availability.
On-Site Labor & Extended
Warranties Available.



OPTION 5

Date:
07/01/2024

To: Superintendent Curtis Layton
Glenpool Public Schools
140 W 141 St.
Glenpool, OK 74033
Phone: 918-322-9500
Email: cllayton@glenpoolps.org

From: Lance Pelton
Core Displays
1083 Brooks Industrial Road
Shelbyville, KY 40065
817-303-6366 (o) 817-946-3078 (m)
Lance@CoreDisplays.net

EMC SPECIFICATIONS

Pitch: **6mm, 10mm, 15mm Resolution**
Cabinet Size: **4' tall x 10' long**
Viewing Area: **4' tall x 10' long**
Matrix: 10mm (120x300) | 15mm (80x200)
Color: Full Color-Outdoor
Configuration: 2 Units
Brightness: 6,500-11,000 NIT's
Viewing Angle: 140° Horizontal / 70° Vertical
Cabinet Access: Front Quick Release RGB Module
Sign Weight: 480 (lbs. Per Side)
Technical Support: Included for Life

5-Year Parts Warranty



Vandalism, Storm & Lightning Warranty: Includes \$5,000 insurance deductible reimbursement, see warranty for details

SIGN SPECIFICATIONS

7.0

N/A

COMMUNICATION

Cellular Modem, Cloud Based Programming
Light Sensor: Included
Temp Sensor: NA, Temp from the Cloud

OPTION 5 PACKAGE PRICING

15mm
ENHANCED
RESOLUTION **\$47,850**

10mm
HIGH
RESOLUTION **\$51,760**



TIPS# 23010401

- * Installation of New Signage Included In Above Pricing
- * 50% DEPOSIT | 50% BALANCE
- * Shipped Ready For Installation With All Necessary Mounting Brackets Attached
- * Manufactured in Louisville, KY
- * Shipping Included in Above Pricing
- * Proper Electrical To Install Site Responsibility of Customer

Electronic and LED Signs Regulation

Electronic and LED Signs

No business or outdoor advertising sign, including wall signs, using LED or other digital lighted sign shall be located within 500 feet of a residential district. The 500 feet shall be measured in a straight line from the nearest point on a sign structure to the nearest point on the property of the residential district.

All lighted signs shall maintain constant light. No flashing or intermittent type of lighted signs are allowed, provided, however, that electronic and/or LED lighted signs may be permitted by the granting of a Specific Use Permit, subject to the procedural and substantive requirements of this Title for an SUP, as set out in Section 11-9-13, *Specific Use Permit*. The following considerations shall be used in making a determination regarding the SUP application:

a. Brightness/light intensity, with the following standards to be considered reasonable:

(1) Not exceeding an illumination of 70 foot-candles, measured at a two foot distance.

(2) An illuminative brightness not exceeding 300 candelas per square meter (NITs) at any time between one-half hour after sunset until one-half hour before sunrise or 6,500 NITs between one-half hour before sunrise until one-half hour after sunset.

(3) Notwithstanding the above, such signs should not display an illuminative brightness of such intensity or brilliance that it impairs the vision or endangers the safety and welfare of any pedestrian, cyclist, or person operating a motor vehicle.

b. Flashing or intermittent lighting and a combination of colors such as red and blue such as could be confused with emergency vehicles or traffic control signals or cause a traffic safety hazard shall be prohibited.

c. Movement or flashing of light and/or images, or the speed of animation, shall be maintained with the standards of this Chapter.

d. Such signs, that are flashing, intermittent or include the movement or animation of lights and/or images, are required to be equipped with:

- (1) A default mechanism that will freeze the sign in one position or static message if a malfunction occurs.
 - (2) A mechanism able to adjust the display's illuminative brightness automatically, according to ambient light conditions.
- e. Such signs shall not be located within:
- (1) 50 feet of the driving surface of a signalized intersection;
 - (2) 20 feet of the driving surface of a street;
 - (3) 200 feet of a residential district, other than street, highway or freeway right-of-way; or
 - (4) 2,400 feet of another outdoor advertising sign facing the same direction.

Commercial and Industrial Sign Requirements

Commercial and Industrial District Requirements. Signs are permitted in commercial and industrial districts as follows:

1. *Height Requirements.* A ground sign shall not exceed 30 feet in height, measured from the mean curb level of the lot or tract upon which it is erected, unless, in addition to the minimum intersection setback prescribed in Subsection A.2 of this Chapter, the sign is set back one foot for each foot of sign height exceeding 30 feet. If the lot or tract abuts U.S. Highway 75 or a frontage road to that highway, the sign may be 50 feet in height regardless of the setback from the right-of-way. However, no sign shall exceed 50 feet in height regardless of setback.

2. *Display Surface Area Requirements.*

a. The maximum display surface area of a ground sign on a commercial or industrial lot abutting a state or federal highway, or an access road to such a highway, shall be limited to an aggregate of one and one-half (1.5) square feet of display area per each linear foot of street frontage, provided that no single sign shall exceed 300 square feet of display area.

b. The maximum display surface area of a ground sign in a commercial or industrial district not abutting a state or federal highway, or an access road to such a highway, shall be limited to an aggregate of one square foot of display area per each linear foot of street frontage, provided that no single sign shall exceed 180 square feet.

c. Wall signs shall not exceed an aggregate display surface area of one and one-half (1.5) square feet per linear foot of the building wall to which the sign or signs are affixed. The size of a wall sign located on a multitenant building will be determined by the linear feet of street frontage of any individual store or business with a maximum size of 300 square feet.

d. Window signs are limited to an area of 25 percent of a window area or door with a maximum of 25 square feet.

3. *On-site and Off-site Temporary Promotional Signs.* On-site and off-site temporary promotional signs are permitted in commercial and industrial districts subject to the provisions of Section L of this Section, provided that a sign permit is obtained subject to review and approval by the City Planner.

4. *On-site Permanent Advertising Banners.*

a. A sign permit and permit fee are required.

b. The sign must be secured inside of PVC pipe or a metal frame.

c. The sign must be stretched tightly inside the frame.

- d. The maximum display area shall be 32 square feet.
- e. The sign height shall be four feet maximum.
- f. One sign is allowed per lot frontage on a public street.
- g. No homemade signs are allowed.
- h. Signs are not allowed on City rights-of-way or on state or federal highway rights-of-way or access roads to such highways.
- i. A map, or site plan, must be submitted with the sign permit application showing the proposed sign location.
- j. These signs may be included in the site signage program and may be changed out with each new advertising item without a new sign permit. If included in the permanent site signage program, the four foot maximum sign height does not apply.